#### **AGREEMENT**

THIS PROFESSIONAL SERVICE CONTRACT, made and entered into by and between the LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT, by and through its DEPARTMENT OF PUBLIC HEALTH AND WELLNESS herein referred to as "METRO GOVERNMENT", and CULTURAL LOGIC, LLC ("CONSULTANT"), with offices located at 1865 Broad Street, Providence, Rhode Island 02905.

#### WITNESSETH:

**WHEREAS**, the Metro Government desires services to aid in the creation of a public conversation about health equity; and

WHEREAS, the Metro Government has concluded that Consultant has the experience, expertise and qualifications to provide those services; and

**WHEREAS**, pursuant to K.R.S. 45A.380 METRO has determined that competition is not feasible and that this Agreement is for the services of a professional

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

# I. SCOPE OF PROFESSIONAL SERVICES

- A. Consultant shall, at the request of the Metro Government, provide services under the terms of this professional Agreement. The Consultant's work product may be reviewed from time to time by the Metro Government for purposes of determining that the services provided are within the scope of this Agreement.
- B. If from time to time Consultant needs to utilize the records or personnel of the Metro Government relative to performing the services required of this Agreement, then Consultant shall notify the proper agent of the Metro Government of this need and arrangements may be made for that contingency. However, at no time shall the Metro Government make available its resources without the full consent and understanding of both parties.

- C. Consultant, while performing the services rendered pursuant to this Agreement, may incidental thereto utilize agents or employees of such Consultant. However, such use must be documented in the monthly invoice submitted for those services rendered.
  - D. The services of Consultant shall include but not be limited to the following:
    - 1. Those described in Attachment A attached hereto and fully incorporated herein.

# II. FEES AND COMPENSATION

A. The Metro Government shall pay Consultant for appropriately documented services rendered in accordance with Paragraph One (I) of this Agreement. The Metro Government shall pay Consultant TWENTY-EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$28,500.00) within approximately thirty (30) business days after the Metro Government's final approval of this Agreement. Within approximately thirty (30) days of Consultant's satisfactory completion of the work, the Metro Government shall pay Consultant an additional TWENTY-EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$28,500.00).

The total compensation paid pursuant to this Agreement shall not exceed **FIFTY SEVEN THOUSAND DOLLARS (\$57,000.00)**.

- **B.** Payment shall only be made pursuant to a detailed invoice describing in detail the services provided.
- C. The Metro Government shall not pay any out of pocket expenses under this Agreement.
- D. In no event will the Metro Government pay bills or expenses which are considered to be double billing (i.e. billing two different parties for the same work).

E. Consultant agrees that all outstanding invoices at the end of the fiscal year (June 30) must reach the Metro Government no later than July 15 of the following fiscal year. Consultant agrees that original invoices that are not in Metro Government possession by this time will not be paid and Consultant agrees to waive its right to compensation for services billed under such invoices.

#### III. DURATION

- A. This Agreement shall begin August 1, 2007 and shall continue through and including July 31, 2008.
- **B.** This Agreement may be terminated by submitting thirty (30) days' written notice to the non-terminating party of such intent to terminate. This Agreement may also be terminated by any party, without notice to the non-terminating party, because of fraud, misappropriation, embezzlement or malfeasance or a party's failure to perform the duties required under this Agreement. A waiver by either party of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach.
- C. In the event of termination, payment for services complete up to and including date of termination shall be based upon work completed at the rates identified in this Agreement. In the event that, during the term of this Agreement, the Metro Council fails to appropriate funds for the payment of the Metro Government's obligations under this Agreement, the Metro Government's rights and obligations herein shall terminate on the last day for which an appropriation has been made. The Metro Government shall deliver notice to Consultant of any such non-appropriation not later than 30 days after the Metro Government has knowledge that the appropriation has not been made.

# IV. EMPLOYER/EMPLOYEE RELATIONSHIP

It is expressly understood that no employer/employee relationship is created by this Agreement nor does it cause Consultant to be an officer or official of the Metro Government. By executing this Agreement, the parties hereto certify that its performance will not constitute or establish a violation of any statutory or common law principle pertaining to conflict of interest, nor will it cause unlawful benefit or gain to be derived by either party.

# V. RECORDS-AUDIT

Consultant shall maintain during the course of the work, and retain not less than five years from the date of final payment on the contract, complete and accurate records of all of Consultant's costs which are chargeable to the Metro Government under this Agreement; and the Metro Government shall have the right, at any reasonable time, to inspect and audit those records by authorized representatives of its own or of any public accounting firm selected by it. The records to be thus maintained and retained by Consultant shall include (without limitation): (a) payroll records accounting for total time distribution of Consultant's employees working full or part time on the work (to permit tracing to payrolls and related tax returns), as well as canceled payroll checks, or signed receipts for payroll payments in cash; (b) invoices for purchases receiving and issuing documents, and all the other unit inventory records for Consultant's stores stock or capital items; and (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other third parties' charges. Insurance coverage shall be required of Consultant in accordance with Schedule B attached hereto.

# VI. <u>INSURANCE REQUIREMENTS</u>

Insurance coverage shall be required of Consultant in accordance with Schedule B attached hereto.

# VII. HOLD HARMLESS AND INDEMNIFICATION CLAUSE

Consultant agrees to indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Consultant's (or Consultant's subcontractors if any) performance or breach of the contract provided that such claim, damage, loss, or expense is (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or from negligent acts, errors or omissions and (2) not caused by the negligent act or omission or willful misconduct of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

### VIII. REPORTING OF INCOME

The compensation payable under this Agreement may be subject to federal, state and local taxation. Regulations of the Internal Revenue Service require the Metro Government to report all amounts in excess of \$600.00 paid to non-corporate contractors. Consultant agrees to furnish the Metro Government with its taxpayer identification number (TIN) prior to the effective date of this Agreement. Consultant further agrees to provide such other information to the Metro Government as may be required by the IRS or the State Department of Revenue.

# IX. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

## X. <u>AUTHORITY</u>

The Consultant, by execution of this Agreement, does hereby warrant and represent that it is qualified to do business in the State of Kentucky, has full right, power and authority to enter into this Agreement.

# XI. CONFLICTS OF INTEREST

Pursuant to KRS 45A.455:

- (1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:
- (a) He, or any member of his immediate family has a financial interest therein; or
- (b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a

- (c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.
- (2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.
- (3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- (4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.
  - (5) It shall be a breach of ethical standards for any public employee or former

employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

# XII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter set forth herein and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the parties that is not embodied in this Agreement. This Agreement cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the parties hereto.

# XIII. OCCUPATIONAL HEALTH AND SAFETY

Consultant agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 et. seq., as amended, and KRS Chapter 338. Consultant also agrees to notify the Metro Government in writing immediately upon detection of any unsafe and/or unhealthful working conditions detected at any Metro-owned property where Consultant performs work under this Agreement. Consultant agrees to indemnify, defend and hold the Metro Government harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

### XIV. SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

### XV. SEVERABILITY

If any court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision hereunder.

## XVI. COUNTERPARTS

This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original and all executed counterparts shall constitute one and the same instrument.

XVII. CALCULATION OF TIME Unless otherwise indicated, when the performance or doing of any act, duty, matter, or payment is required hereunder and a period of time or duration for the fulfillment of doing thereof is prescribed and is fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period of time. For example, if on January 1, Consultant is directed to take action within ten (10) calendar days, the action must be completed no later than midnight, January 11.

XVIII. <u>CAPTIONS</u> The captions and headings of this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of any provisions of this Agreement.

XIX. MISCELLANEOUS Consultant agrees that, in the event it receives from the Metro Government any protected health information, it will not disclose any of that information to any third party and, in that regard, Consultant agrees to comply with the rules and regulations of the Health Insurance Portability and Accountability Act ("HIPAA"), codified in 42 U.S.C. § 1320d and 45 C.F.R. 160-164. Consultant shall hold

in strictest confidence all documentation, information, and observations gathered in the performance of this Agreement, and Consultant agrees to sign the Health Department Business Associate Agreement. Consultant further agrees to require any of its subcontractors to both abide by the aforementioned HIPAA prohibitions against the unauthorized disclosure of confidential and protected health information and to sign the Metro Government's Business Associate Agreement.

The Metro Government and Consultant agree to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et. seq.*) and all implementing regulations and executive orders, and section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701) and the Kentucky Equal Employment Act of 1978 (K.R.S. § 45.550 to 45.640) and the Americans with Disabilities Act (42 U.S.C. § 12101 *et. seq.*). No person shall be excluded from participation in, be denied the benefits of, or be subject to discrimination in relation to activities carried out under this Agreement on the basis of race, color, age, religion, sex, disability or national origin. This includes provision of language assistance services to individuals of limited English proficiency seeking and/or eligible for services under this Agreement.

Consultant certifies that none of its officers, stockholders, partners, owners or employees is an officer, stockholder, partner, owner or employee of the Louisville Metro Government or its Department of Public Health and Wellness. Consultant agrees to comply with all constitutional, statutory, regulatory and common law requirements adhered to by the Metro Government pertaining to conflicts of interest.

Consultant nor any of its employees or personnel shall speak on behalf of or as a representative of the Metro Government or the Department of Public Health and

Wellness without the express authorization of the Director of that Department or his designee.

The Consultant shall reveal any final determination of a violation by the Consultant or subcontractor within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Consultant or subcontractor. The Consultant shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Consultant or subcontractor for the duration of the contract.

WITNESS the agreement of the parties hereto by their signatures affixed hereon.

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| APPROVED AS TO FORM AND LEGALITY:  | LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT                                    |
| IRV MAZE JEFFERSON COUNTY ATTORNEY | DR. ADEWALE TROUTMAN, M.D., DIRECTOR, DEPARTMENT FOR PUBLIC HEALTH AND WELLNESS |
| Date: 9/14/67                      | Date: 10/9/07   |
|                                    | CULTURAL LOGIC, LLC  By:  |
|                                    | Title: Principal  |
|                                    | Date: $9/27/07$   |
|                                    | . ,   |
|                                    | Taxpayer Identification No. (TIN):_   |
|                                    | Louisv<br>Revenu<br>No.:  |

## **ATTACHMENT A**

# Proposal to the Center for Health Equity

Phase 2 Research: Message Testing

Cultural Logic and Public Knowledge

April 4, 2007

Cultural Logic and Public Knowledge will develop and test a set of communications recommendations for improving the public conversation about health equity in Louisville. This second phase of research will build on and leverage Cultural Logic's previous exploratory research in Louisville. The report form Phase I may be found on the website of the Center for Health Equity. http://www.louisvilleky.gov/Health/equity/CulturalLogicResults.htm

### Background

The Phase One research consisted of interview research to explore the understandings (cognitive and cultural "models") that currently guide Louisville residents' thinking about health and health equity. This research, also informed by a media review exploring how the issues are framed in the public conversation, allowed the researchers to map out the dynamics of the issue as it currently plays out in the minds of citizens as well as in public discussion. The initial round of research yielded an analysis of the current communications context for the issue. As a result we now have a strong sense of the obstacles in public understanding and in media coverage that prohibit support for the health equity policy agenda.

In addition to problem analysis, the phase I work provided preliminary hypotheses for communications approaches most likely to build public support, as well as conclusions about frames that are most counterproductive to health equity.

Building on these findings and hypotheses, the second and final phase of the research will be aimed at developing and testing a message strategy with the potential to move thinking and discourse in more productive directions.

#### Research Plan

Phase Two will entail two complementary research components, which work together to yield a solid communications strategy. EchoTesting research will focus on testing and refining particular core message(s) that have been identified as especially challenging – e.g. explanatory message(s) designed to help people understand systemic causes for health equities. Focus group research will test a broad range of message elements – including values, messengers, tone, facts, context, etc. – with the goal of developing a coherent message strategy that uses multiple elements to promote a new conversation.

In addition, a User's Guide will provide a brief, user-friendly synthesis of conclusions, along with recommendations and illustrations of how to use them.

<sup>&</sup>quot;EchoTesting"

"EchoTesting," a technique developed by Cultural Logic to test the effectiveness of explanatory messages, entails discussions in which participants try to pass a message along, one to another, in an exercise that resembles the child's game of Telephone. This technique allows the researchers to assess how well individuals can understand and "use" the message, both in their own thinking and in their communication with others. It is a particularly revealing test of the core message that participants take away from a communication, as well as the elements that are proving distracting or otherwise ineffective. The technique has been used to develop more effective explanatory strategies on challenging topics from global warming to early childhood development to the role of government in society. It is particularly suited to the topic of health equity, where there are various important core concepts that average Americans typically do not understand.

EchoTesting will be conducted by telephone, and will involve a diverse group of 50 to 80 Louisville residents.

### Deliverable:

This phase of research would lead to a written report of 15 to 20 pages discussing EchoTest findings and recommendations for most effective explanatory messages and message elements.

# Focus groups

Focus Groups are group conversations, typically conducted with 8-10 people over the course of two hours. This research format is ideal for determining the impact of various communications approaches on public understanding and policy support. The group discourse reveals strengths and weaknesses in a particular communications strategy, and suggests ways of adjusting and refining communications recommendations.

Candidate messages and message elements – informed by findings from the Phase One research – will be taken into a focus group setting to determine the impact of various communications approaches on public understanding and support. The tested message elements will include a number of variations on values, supporting facts, messengers and so on.

We recommend conducting four Focus Groups with adults in Louisville. We recommend that all focus group participants meet an engaged citizen profile (registered to vote, pays attention to the news, and is involved in the community in some way). Engaged citizens are frequently the opinion leaders in their circles, so any successful communications strategy needs to start with ensuring that it is effective among engaged citizens. Each group will be mixed in terms of demographic make-up such as age, gender, race, education, party identification and so on. (Please note that the reduced budget presented here does not allow for group conversations separated by race, as recommended in the initial proposal for this research.)

Focus group participants would be recruited by a professional focus group facility and conducted by Public Knowledge.

### Deliverable:

This phase of the project would yield a written report of 15 to 20 pages analyzing the effects of each of the tested communications approaches. In addition, the client would receive audiotapes, videotapes, and transcripts of the focus group discussions.

#### User's Guide

The research recommendations can only have an impact if they are understood and used. The research team is committed to providing the research to the Center in formats that are easily digestible and immediately actionable. The focus group and EchoTesting reports will include detailed findings and specific recommendations, but experience has shown that clients benefit from a document that synthesizes the critical research findings and recommendations across all the research components.

Therefore, Public Knowledge and Cultural Logic would collaborate in developing a short, user-friendly document with final conclusions informed by all of the research, including findings from Phase One. The User's Guide will also include examples to illustrate the recommended message strategies, and a creative brief to guide the local public relations firm that will be implementing the campaign.

## **Timing and Budget**

### Timing

The project would be completed roughly ten weeks following signature of contract (depending partly on Client's availability for conferrals).

### Budget

The total budget for this phase of the project would be \$57,000 (including travel costs to conduct focus groups).

The budget would also cover travel costs for one in-person presentation of findings to an audience in Louisville, at the end of the project.

#### SCHEDULE B

# I. INSURANCE REQUIREMENTS

Prior to commencing work, Consultant shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. The Consultant shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to and approved by the Louisville/Jefferson County Metro Government's Risk Management Division. The Consultant shall not allow any subcontractor to commence work until the insurance required of such subcontractor has been obtained and copies of Certificates of Insurance retained by Consultant evidencing proof of coverages.

Without limiting Consultant's indemnification requirements, it is agreed that Consultant shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and require subcontractors, if subcontracting is authorized, to procure and maintain these same policies until final acceptance of the work by the Louisville/Jefferson County Metro Government. The Louisville/Jefferson County Metro Government may require Consultant to supply proof of subcontractor's insurance via Certificates of Insurance, or at Louisville/Jefferson County Metro Government's option, actual copies of policies.

The insurance to be procured and maintained and **minimum** Limits of Liability shall be as follows, unless different limits are specified by addendum to the contract:

- 1. The Consultant shall purchase and maintain at their own expense a **PROFESSIONAL LIABILITY (Errors and Omissions Liability)** insurance policy, which includes a **minimum** limit of liability of \$1,000,000 for each Wrongful Act. In the event that the Consultant's policy is written on a "Claims Made" Form, the Consultant shall, after work has been completed, furnish evidence that the liability coverage has been maintained for at least one year after completion of work, either by submitting renewal policies with a Retroactive Date of not later than the date work commenced under this contract, or by evidence that the Consultant has purchased an Extended Reporting Period Endorsement that will apply to any and all claims arising from work performed under this contract.
- 2. WORKERS' COMPENSATION (IF APPLICABLE) insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits, and EMPLOYERS' LIABILITY \$100,000 Each Accident/\$500,000 Disease Policy Limit/\$100,000 Disease Each Employee.

#### II. ACCEPTABILITY OF INSURERS

Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "B+ VI", unless proper financial information relating to the Company is submitted to and approved by the Louisville/Jefferson County Metro Government's Risk Management Division.

#### III. MISCELLANEOUS

- A. The Consultant shall procure and maintain insurance policies as described herein and for which the Louisville/Jefferson County Metro Government shall be furnished Certificates of Insurance upon the execution of the Contract. The Certificates shall include provisions stating that the policies may not be cancelled or materially amended without the Louisville/Jefferson County Metro Government having been provided at least (30) thirty days written notice. The Certificates shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished at least 30 days prior to the expiration date to the Louisville/Jefferson County Metro Government.
- B. Certificates of Insurance as required above shall be furnished to:

Louisville/Jefferson County Metro Government Finance Department, Risk Management Division 611 West Jefferson Street Louisville, Kentucky 40202

C. Approval of the insurance by the Louisville/Jefferson County Metro Government shall not in any way relieve or decrease the liability of the Consultant hereunder. It is expressly understood that the Louisville/Jefferson County Metro Government does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Consultant.

| ACORD <sub>™</sub> CERTIFICATE OF LIABILITY INSURANCE               |                |   |   |   |  |   |                             |  |  |  |
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|   |                | GENERAL LIABILITY   |   |   |  | DAMAGE TO RENTED                            | \$ 1,000,00<br>\$ 300,00    |  |  |  |
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| ļ   |                | ALL OWNED AUTOS   |   |   |  | BODILY INJURY<br>(Per person)               | \$                          |  |  |  |
| į   |                | SCHEDULED AUTOS   |   |   |  | BODILY INJURY                               |                             |  |  |  |
|   |                | HIRED AUTOS NON-OWNED AUTOS                                 |   |   |  | (Per accident)                              | \$                          |  |  |  |
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| <u> </u>  |                | EXCESS/UMBRELLA LIABILITY                                   |   |   |  | EACH OCCURRENCE                             | \$                          |  |  |  |
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|   | ANY F          | PROPRIETOR/PARTNER/EXECUTIVE                                |   | 2 /20 /2007   | 2/20/2009  | E.L. EACH ACCIDENT                          | \$ 100,00<br>OVEE \$ 100,00 |  |  |  |
|   |                | CER/MEMBER EXCLUDED?<br>, describe under                    | 0000054704  | 3/29/2007   | 3/29/2008  | E.L. DISEASE - EA EMPLE.L. DISEASE - POLICY |                             |  |  |  |
| 1   |                | R Professional  | SP1010845A  | 4/5/2007  | 4/5/2008   | Each Occurrence                             | 1,000,00                    |  |  |  |
| C   | OTT            | Liability   | SP1010043A  | 1, 2, 200   | ., .,  | General Aggregat                            | 1,000,00                    |  |  |  |
| ł   |                |   | _   |   |  |   |                             |  |  |  |
| DES   | RIPTIC         | ON OF OPERATIONS/LOCATIONS/VEHICLE                          | ES/EXCLUSIONS ADDED BY ENDORSEMEN                           | SPECIAL PROVISIO  | NS   |   |                             |  |  |  |
|   |                |   |   |   |  |   |                             |  |  |  |
|   |                |   |   |   |  |   |                             |  |  |  |
|   |                |   |   |   |  |   |                             |  |  |  |
| ON OFFICE ATOM  |                |   |   |   |  |   |                             |  |  |  |
|   |                | CATE HOLDER   |   | CANCELLATION  |  |   |                             |  |  |  |
| (50   | •              | 74-5650<br>ouisville Metro Gove                             | wnman t   | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE  |  |   |                             |  |  |  |
|   |                | ouisville Metro Gove<br>ouisville Metro Heal                |   | EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL  10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT |  |   |                             |  |  |  |
|   | A              | ttn: Shanion Thurman  |   | FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE   |  |   |                             |  |  |  |
| 1   | 4              | 00 East Gray Street   |   | INICIDED ITS ACCUTE OF DEDDESENTATIVES  |  |   |                             |  |  |  |

INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

D Riley, CIC, AAI/CEC

ACORD 25 (2001/08)

Suite 321

Louisville, KY 40202

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10/19/2006 08:56 14012285225

> Louisville & Jefferson County Human Relations Commission 410 West Chestnut Street Suite 300A, Louisville, KY 40202 Fax (502) 574-3190 Phone (502) 574-3631

CITY OF LOUISVILLE ORDINANCE NO. 68, SERIES 1978 AS AMENDED BY ORDINANCE NO. 211, SERIES 1993 JEFFERSON CO. FISCAL COURT ORDINANCE NO. 16, SERIES 1987

| BRANCH          | Į | 1 |
|-----------------|---|---|
| DIVISION        | į | 1 |
| CORPORATION     | ı | ı |
| PARTNERSHIP     | Þ | 4 |
| SOLE PROPRIETOR | Į | ļ |

| COMPANY NAM   | re Cul                  | tural                                 | Log               | ici      | LLC          |                               | -                                       |                   |                    |                               |   |
|---|-------------------------|---------------------------------------|-------------------|----------|--------------|-------------------------------|---|-------------------|--------------------|-------------------------------|---|
|   |                         |                                       |                   |          |              | n with H<br>Commis            | IRING GO                                | ALS?<br>iply with | YES [<br>the above | ] NO D                        | Q<br>                                   |
|   |                         |                                       |                   |          |              | MINO                          | RITY GR                                 | DUP EN            | APLOYE!            | S                             |   |
|   | TOTAL PAYROLL EMPLOYEES |                                       |                   | MALE     |              |                               |   | FEMALE            |                    |                               |   |
| JOB CATEGORIES  | Total<br>Employees      | Total<br>Males                        | Total<br>Fernales | Black    | Hispanic     | Asian/<br>Pacific<br>Islander | Native<br>American/<br>Alaska<br>Native | Black             | Hispanic           | AsiarV<br>Pacific<br>Islander | Native<br>American/<br>Alaska<br>Native |
| Officials/Managers  | 3                       | 3                                     |                   |          |              |                               |   |                   |                    |                               |   |
| Professionals   |                         |                                       |                   |          |              |                               |   |                   | <del> </del>       |                               |   |
| Technicians   |                         |                                       |                   |          | ļ            |                               |   |                   |                    |                               | <u>:</u>                                |
| Sales Workers   |                         |                                       |                   |          | <u> </u>     |                               |   |                   | ļ                  | <u> </u>                      | -                                       |
| Office/ Clerical  |                         |                                       |                   |          | ļ            |                               |   |                   | <del> </del>       |                               |   |
| Craftworkers  |                         |                                       | ļ                 |          | -            |                               |   |                   | <del> </del>       |                               |   |
| Operatives  |                         | <u> </u>                              | ļ ·               | ļ        | ļ.           | -                             |   |                   | -                  |                               | 1                                       |
| Laborers  |                         |                                       | ļ <u>.</u>        |          | <del> </del> | ļ                             |   |                   |                    |                               | -                                       |
| Service Workers   | <u></u> _               |                                       | <u></u>           | <u> </u> |              | J                             | <u> </u>                                | <u> </u>          |                    |                               | <u> </u>                                |
| TOTAL   | 14                      | 3                                     | 1                 |          |              |                               |   | <u> </u>          |                    | <u> </u>                      |   |
| What type of product (s) or services does your firm provide? research, consulting   |                         |                                       |                   |          |              |                               |   |                   |                    |                               |   |
|   |                         | · · · · · · · · · · · · · · · · · · · |                   |          |              |                               |   |                   |                    |                               |   |
| NAME OF AUTHORIZED OFFICIAL SIGNATURE JOYA & JULY 10/19/06  |                         |                                       |                   |          |              |                               |   | 9/06              |                    |                               |   |
| To seph Grady I declare under penalty of perjury that the above is true and correct POBOX  TITLE ADDRESS    865 Broad St. |                         |                                       |                   |          |              |                               |   |                   |                    |                               |   |
|   | ,                       |                                       | CITY              |          |              |                               | STATE                                   | ZIP               | <del></del>        | COUNTY                        | 1                                       |
| TELEPHONE (40   |                         |                                       | (ya               | insto    | n            |                               | RI                                      | 02                | 905                | ust                           | t<br>                                   |
| FAX (40)  | 1) 228 -                | 6225                                  | 1 <u>~</u>        |          | ·            |                               |   |                   |                    |                               |   |